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SAN BERNARDINO COUNTY

**Contract Number**
20-156 A-1

**SAP Number**
4400013691

# Department of Behavioral Health

| | |
|---|---|
| **Department Contract Representative** | Jesus Maciel |
| **Telephone Number** | 909-388-0887 |
| **Contractor** | Valley Star Behavioral Health, Inc. |
| **Contractor Representative** | Kent Dunlap |
| **Telephone Number** | 310-221-6336 |
| **Contract Term** | April 1, 2020 – March 31, 2025 |
| **Original Contract Amount** | $17,109,956 |
| **Amendment Amount** | $7,898,072 |
| **Total Contract Amount** | $25,008,028 |
| **Cost Center** | 920639220 |

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Valley Star Behavioral Health, inc. referenced above, hereinafter called Contractor.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WITNESSETH:**

IN THAT CERTAIN **Contract No. 20-156** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Crisis Walk-In Center Services, which Contract first became effective April 1, 2020, the following changes are hereby made and agreed to:

I. ARTICLE IV FUNDING AND BUDGETARY RESTRICTIONS, paragraph E, I and J are hereby amended, and paragraph K is hereby added to read as follows:

E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Program no later than February 1st for the operative fiscal year. County will take into consideration requests to increase or decrease Contract funding. All requests must be submitted in writing by Contractor, with justification, to DBH Program no later than February 1st for the operative fiscal year.

I. The contract amendment amount of $7,898,072 shall increase the total contract amount from $17,109,956 to $25,008,028 for the contract term.

J. The Schedules A and B will be submitted to, and approved by, Director or designee at a later date for Fiscal Years 2023-24 and 2024-25.

K. The allowable funding source for this Contract include Federal Financial Participation Medi-Cal, Mental Health Services Act, and 2011 Realignment. These funds may not be used as match funds to draw down other federal funds.

II. ARTICLE XIII DURATION AND TERMINATION, paragraph A is hereby amended to read as follows:

A. The term of this Agreement shall be from April 1, 2020, through March 31, 2025 inclusive.

III. ARTICLE XVI PERSONNEL, paragraphs L and M are hereby added to read as follows:

L. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

M. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than $250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

IV. ADDENDUM I DESCRIPTION OF PROGRAM SERVICES is hereby replaced and renamed DESCRIPTION OF PROGRAM SERVICES – CRISIS WALK-IN CENTER (CWIC) in the Eastern and High Desert.

V. ADDENDUM II DESCRTIPTION OF PROGRAM SERVICES - OVERNIGHT MOBILE CRISIS RESPONSE is hereby added.

VI. ATTACHMENT III CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) is hereby added.

VII. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 19 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____ Deputy

Valley Star Behavioral Health, Inc.

*(Print or type name of corporation, company, contractor, etc.)*

By ► DocuSigned by: Kent Dunlap
335DB7E9B291446...
*(Authorized signature - sign in blue ink)*

Name Kent Dunlap
*(Print or type name of person signing contract)*

Title President and Chief Executive Officer
*(Print or Type)*

Dated: 12/8/2023

Address add mailing address here

**FOR COUNTY USE ONLY**

Approved as to Legal Form
► DocuSigned by: Dawn Martin
8FD744A76970478...
Dawn Martin, County Counsel
Date 12/7/2023

Reviewed for Contract Compliance
► DocuSigned by: Natalie Kessee
4AA4DEA058D0425...
Natalie Kessee, Contracts Manager
Date 12/7/2023

Reviewed/Approved by Department
► DocuSigned by: Dr. Georgina Yoshioka, Director
Georgina Yoshioka, Director
Date 12/7/2023

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**DESCRIPTION OF PROGRAM SERVICES**
**CRISIS WALK-IN CENTER (CWIC) in the Eastern and High Desert**
**Valley Star Behavioral Health, Inc.**
**1585 South "D" Street, STE 101**
**San Bernardino, CA 92408**
**(510) 635-9705**

## I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to the individual's own values and cultural framework despite limitations and/or continuing effects caused by the individual's mental illness. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of the client's life and the making of the client's own choices and decisions, it re-integrates clients back into their communities as contributing members; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for the individual's own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or disability, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

"Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing the individual's desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

B. The Crisis Walk-In Center program will proactively collaborate in a system of care with stakeholders, referral sources, and other treatment providers in the recovery, wellness, and health of the consumer. Contractor will adopt the recovery principle of "do whatever it takes" in order to stabilize consumers and keep them within the community that they live. All services will be delivered in the RWR Model. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged, as appropriate, to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. The program may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

## II. PERSONS TO BE SERVED

A. Contractor shall provide a CWIC for the provision of crisis stabilization services to residents of San Bernardino County who reside primarily in the High Desert/Eastern Desert regions, but not excluding any resident of San Bernardino County. Contractor will provide urgent mental health services to severely mentally ill (SMI) persons of all age groups in need of immediate access to crisis mental health services in the High Desert/Eastern Desert regions of San Bernardino County.

The CWIC program will provide urgent mental health services 24 hours a day, 7 days a week (24/7) to SMI persons of all age groups – children, adolescents, adults, and older adults. This program shall target unserved, underserved and inappropriately served populations and seek to reduce unnecessary hospitalization, reduce recidivism and mitigate expenditures of local law enforcement and hospital emergency departments.

B. Provider Adequacy (If Applicable)

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the County;
2. On an annual basis; and
3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
    a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
    b. Changes in benefits;
    c. Changes in geographic service area; and
    d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

## III. PROGRAM DESCRIPTION

Contractor shall provide crisis stabilization services 24 hours a day, seven days a week, in an unlocked setting to San Bernardino County consumers who voluntarily agree to treatment for less than 24 hours. Consumers in the CWIC will receive mental health services and referrals for appropriate follow-up services. Contractor shall be designated by the County to assess individuals to determine whether they can be properly served without being detained.

If the consumer is in need of additional higher-level treatment, Contractor will establish a protocol and procedure for transporting the consumer to a safe environment where the consumer can receive treatment. The protocol and procedure must be approved by the Director of DBH or designee. The CWIC shall provide follow-up medication services, as needed, to bridge any gaps between the CWIC service and an outpatient medication appointment. The goal of these programs is to meet urgent crisis needs that cannot be immediately met by the consumer's outpatient program. If the consumer is not currently linked with an outpatient program, linkage to outpatient mental health (through DBH, Managed Care Plans, or other community providers) is an integral component to mitigating future crisis episodes and facilitating ongoing recovery and stability.

## IV. DEFINITIONS

A. Adolescent: A person between the ages of 13 and 17. Adolescence is a period with specific health and development needs and rights. It is also a time to develop knowledge and skills, learn to manage emotions and relationships, and acquire attributes and abilities that will be important for enjoying the adolescent years and assuming adult roles.

B. Adult: A person 18 years of age or older.

C. Americans with Disabilities Act (ADA): Applies to all private and state-run businesses, employment agencies and unions with more than fifteen employees. The goal of the ADA is to make sure that no qualified person with any kind of disability is turned down for a job or promotion, or refused entry to a public-access area.

D. Assessment: Contractor will conduct necessary assessment during admission.

E. Case Management: Linkage to behavioral health supports, in home and in community settings; linkage to appropriate resources and services available in the community, based on needs to achieve community re-integration, including benefit acquisition, housing, medical care, psychiatric care, and/or self-help programs; provide advocacy support as needed; provide support in obtaining financial assistance or subsidized programs and resources that are appropriate for individual needs.

F. Child: A person 12 years of age or younger.

G. Code of California Regulations (CCR): The official compilation and publication of the regulations adopted, amended or repealed by state agencies pursuant to the Administrative Procedure Act (APA). Properly adopted regulations that have been filed with the Secretary of State have the force of law.

H. Code of Federal Regulation (CFR): The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

I. Collaboration: To work jointly with others or together especially in an intellectual endeavor.

J. Collateral: Contacts with one or more significant support persons in the life of the individual, which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan. Family counseling or therapy that is provided on behalf of the individual is considered collateral.

K. Community Based Organization (CBO): A public or private nonprofit that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs.

L. Community Services and Supports (CSS): A Mental Health Services Act component of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and support for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code Sections 5800 et. Seq. (Adult and Older Adult Systems of Care) and 5850 et. Seq. (Children's System of Care).

M. Contractor: Organization chosen through competitive process to manage facility and provide leadership for the CWIC program. Contractor may also work with DBH and sub-contractors to provide engagement activities and events.

N. Co-Occurring Disorder: The integration of treatment and services for consumer diagnosed with both a severe mental illness and a substance use disorder.

O. County Managed Care Mental Health Plan (MHP): An entity contracting with the State Department of Health Care Services to provide specialty mental health services to enrolled beneficiaries under Chapter 7, commencing with Section 14000, or Chapter 8, commencing with Section 14200, of Division 9, Part 3 of the Welfare and Institutions Code; in this instance, the MHP would be DBH.

P. Crisis: An unplanned event that results in the individual's need for immediate service intervention.

Q. Crisis Stabilization: A medical service lasting less than 24 hours, to or on behalf of an beneficiary, for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis stabilization must be provided on site at a DBH certified 24-hour health facility outpatient program (CSU or CWIC) or at licensed facility. Crisis stabilization is a package program that is billed as a bundled service per hour. This means that individual specialty mental health services, e.g., assessment, collateral, or medication services, are not billed individually. They are billed at one rate, under the provisions governing crisis stabilization services.

R. Crisis Stabilization Unit (CSU): A community-based voluntary program that provides urgent mental health services 24 hours a day, seven days a week, for individuals needing immediate access to crisis mental health services for a length of stay lasting less than 24 hours. Service activities consist of the bundled crisis stabilization service. Each facility will have designated slots available for adolescents/children (17 years old and under) and adults (18 years old and older).

S. Crisis Walk-In Center (CWIC): Alternate title in San Bernardino County for a Crisis Stabilization Unit. Programs are identical by state regulation.

T. Cultural Competence: A set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency or those professionals and client providers to work effectively in cross-cultural situations.

U. Department of Behavioral Health (DBH): San Bernardino County Department of Behavioral Health, (DBH), under state law, provides behavioral health and substance use disorder treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services: 24-hour care, outpatient services, and case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.

V. Department of Health Care Services (DHCS): The California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include: providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.

W. Eastern Desert Region: Amboy, Cima, Joshua Tree, Landers, Morongo Valley, Needles, Parker Dam, Pioneertown, Twentynine Palms, Vidal, Yucca Valley, and surrounding communities.

X. Health Insurance Portability and Accountability Act of 1996 (HIPAA): Legislative Act that protects the privacy of individually identifiable health information.

Y. High Desert Region: High Desert Region consists of the following communities: Adelanto, Apple Valley, Baker, Barstow, Daggett, Earp, Essex, Fort Irwin, Helendale, Hesperia, Hinkley, Lucerne Valley, Ludlow, Mountain Pass, Newberry Springs, Nipton, Oro Grande, Phelan, Pinon Hills, Trona, Victorville, Yermo, and surrounding communities.

Z. Inappropriately Served: An individual or group that fails to receive fitting, timely or suitable services when that individual or group is eligible and in need of services.

AA. Individualized Service Plan (ISP): A flexible, creative approach to plan consumer care/treatment based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency's safety concerns.

BB. Medi-Cal: California's Medicaid health care program. This program pays for a variety of medical services for children, adolescents, and adults with limited income and resources.

CC. Medical Necessity: Criteria outlined in [1], [2], and [3] below to be eligible for services:

1. Be diagnosed by the MHP with one of the following diagnoses in the Diagnostic and Statistical Manual, Fifth Edition (DSM-5), and International Classification of Diseases, Tenth Edition, Clinical Modification (ICD-10-CM).

    a. Pervasive Developmental Disorders, except Autistic Disorders

b. Disruptive Behavior and Attention Deficit Disorders

c. Elimination Disorders

d. Schizophrenia and other Psychotic Disorders

e. Mood Disorders

f. Anxiety Disorders

g. Somatoform Disorders

h. Factitious Disorders

i. Dissociative Disorders

j. Gender Identity Disorder

k. Eating Disorders

l. Impulse Control Disorders Not Elsewhere Classified

m. Adjustment Disorders

n. Personality Disorders, excluding Antisocial Personality Disorder

o. Medication-Induced Movement Disorders related to other included diagnoses

2. Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision [1] above:

   a. A significant impairment in an important area of life functioning.

   b. A probability of significant deterioration in an important area of life functioning.

3. Must meet each of the intervention criteria listed below:

   a. The focus of the proposed intervention is to address the condition identified in [2] above.

   b. The expectation is that the proposed intervention will:

      1) Significantly diminish the impairment, or

      2) Prevent significant deterioration in an important area of life functioning, or the condition would not be responsive to physical health care based treatment.

      3) The condition would not be responsive to physical health care based treatment.

DD. Medication Support Services: Includes the prescribing, administering, dispensing and monitoring of psychiatric medications to alleviate the symptoms of mental illness that are provided by a staff person, within the scope of his/her profession. This service includes the evaluation of the need for medication, evaluation of clinical effectiveness and side effects of medication, obtaining informed consent or court order, medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons), and plan development related to the delivery of these services.

EE. Mental Health Services Act (MHSA): Proposition 63 (MHSA) was passed in November 2004 and provides funding for planned programs operated by the county MHP. It imposes a tax on personal income in excess of $1 million to provide increased funding, personnel and other resources needed to expand and transform mental health services provided by California counties.

FF. Mental Health Services Activities: Individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

GG. Notice of Adverse Benefit Determination (NOABD): Notice given to an individual seeking or receiving services if treatment and/or payment is denied in whole or partially, delayed, modified, terminated, reduced or suspended.

HH. Older Adult: A person 60 years of age or older.

II. Outreach and Engagement: The service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plan under which the County may fund activities to reach, identify, and engage unserved individuals and communities in the mental health system and reduce disparities identified by the County.

JJ. Self-Disclosure: An individual who has voluntarily disclosed the fact that they have experienced the County system either as a consumer or as a family member of a consumer of services.

KK. Severely Mentally Ill (SMI): Severely Mentally Ill (SMI) refers to individuals who have a mental disorder as identified in the Diagnostic and Statistical Manual of Mental Disorders-IVTR, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate according to expected developmental norms. Members of this target population shall meet one or more of the following criteria: (A) As a result of the mental disorder the individual has substantial impairment in at least two of the following areas: self-care, family relationships, or ability to function in the community; and the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment. (B) The individual displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

LL. Short-Doyle Medi-Cal: A federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons ages under 65 who have met necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider.

MM. Stigma: An identifying mark, characteristic, negative judgment, or label associated with a condition that is perceived to be contrary to cultural norms; the shame or disgrace attached to something regarded as socially unacceptable.

NN. Subcontractor: An independent and separate Agency that has signed a MOU with the provider to provide CWIC services. The subcontractor must be approved in writing by DBH.

OO. Therapy: Treatment activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of clients and may include family therapy at which the client is present. Short-term psychotherapy shall be provided by licensed, registered, or waivered staff practicing within their scope of practice up to and including master level interns supervised by licensed personnel. A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to individuals, and may include family therapy at which the individual is present.

PP. Transportation: Provide transportation or assistance with transportation in the form of bus passes or arranging transportation with family or supportive entities if clinically appropriate, as needed for consumer who are returning to their previous domicile, needing acute psychiatric hospitalization, medical treatment or are being placed from the CWIC. This includes also providing transportation to locations if current setting is determined to not be a suitable level of care, which may be a higher or lower level of care as identified by the contracted treatment provider.

QQ. Underserved: Consumers who have been diagnosed with a SMI and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness, and/or resilience. These consumers includes, but is not limited to, "individuals who are at-risk of homelessness, chronically homeless, or literally homeless and living with a serious mental illness, including substance use disorders", institutionalization, incarceration, or other serious consequences; members of ethnic/racial, cultural, and linguistic populations who do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services.

RR. Unserved: Individuals who have SMI and are not receiving mental health services or who may have had only emergency or crisis-oriented services.

SS. Welfare and Institutions Code (WIC): A series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes is to provide protective services to the fullest extent deemed necessary by the juvenile court, probation department, or other public agencies designated by the Board of Supervisors to perform the duties prescribed to ensure that the rights or physical, mental, or moral welfare of children and adolescents are not violated or threatened by their present circumstances or environment.

## V. REFERRALS

Referrals will be generated from DBH clinics and programs, law enforcement, hospitals and/or emergency rooms, and other crisis programs, and may include referrals of consumers who do not meet hospital admission criteria but will benefit from this level of care.

The contractor will accept referrals from sources including, but not limited to, the following:

A. Local Law Enforcement

B. Local Psychiatric Hospitals and Hospital Emergency Departments

C. DBH Community Crisis Response Team (CCRT), Triage, Engagement and Support Team (TEST), and Community Outreach and Support Team (COAST)

D. Community Emergency Responders (Local Fire and Rescue, EMS, and Ambulance Providers)

E. DBH Programs, Contracted Programs, and Outpatient Clinics, including Full Service Partnerships

F. Other County Medical Clinics

G. Other County Departments

H. Community-based and faith-based organizations

I. Schools

J. Self- and family-referrals

## VI. GENERAL PERFORMANCE CONDITIONS

Contractor shall adhere to the following criteria:

A. The urgent mental health services provided to the acute and sub-acute mentally ill individuals by the CWIC shall include crisis stabilization, and when required, 5150/5585 evaluations.

B. Contractor shall adopt the recovery principle of "do whatever it takes" in order to stabilize consumers and keep them within the community where they will have family and social support. This will be a core value of the program.

C. Contractor shall adhere to WIC admission criteria which includes danger to self, danger to others and grave disability, as a result of mental illness and shall maintain staff designated by DBH medical director, to be authorized to write 5150/5585 evaluations.

D. Contractor's licensed clinical staff shall attend WIC 5150 certification training, and Contractor shall maintain certification for qualified staff, specific to the site at which the employee is stationed.

1. Certified staff may only provide 5150/5585 evaluations at the site(s) at which they are certified unless explicitly authorized by DBH.

2. All 5150/5585 applications completed by certified staff must be submitted either via email to DBH-5150Forms@dbh.sbcounty.gov or by fax to (909) 421-9436.

3. Upon termination or departure of 5150-certified staff from the CWIC, Contractor shall notify DBH at DBH-5150Cert@dbh.sbcounty.gov to ensure the individual is removed from the list of certified individuals for the site.

E. Contractor shall provide a secure, respectful environment that ensures the patient's privacy, confidentiality and safety.

F. Contractor shall provide a plan to assure that clients have medical clearance prior to mental health services being provided. "Medically cleared" is defined as a condition in which the client is medically stable and able to participate in treatment.

G. Contractor shall provide discharge planning, which includes referral services to appropriate community resources.

H. Contractor shall initiate referrals to DBH outpatient, contracted, and community-based services.

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I. Contractor shall participate in regional collaborative system of care meetings.

J. Contractor shall provide extensive and ongoing outreach to stakeholders to ensure the community becomes and/or remains aware of these resources and how to appropriately refer to them.

K. Contractor shall provide outreach to law enforcement and establish protocols for CWIC to be an alternative destination for law enforcement when they encounter SMI individuals or individuals experiencing a mental health crisis.

L. Contractor shall provide outreach to local psychiatric hospitals and hospital emergency departments and establish protocols for CWIC to be an alternative destination for transfer from emergency departments when they encounter SMI individuals or individuals in crisis who may be safely treated at the CWIC level of care.

M. Contractor shall maintain, collect and provide data for reports pertaining to performance outcomes, critical incidents, and other Federal, State and County required information.

N. For purposes of this contract, Contractor shall provide a prescription(s), as needed, for a minimum of fourteen (14) days to consumers upon discharge. If consumer has no access to fill prescription, Contractor shall provide medication for a minimum of fourteen (14) days.

O. Contractor shall assess, stabilize, and refer out-of-county clients back to county of origin along with providing linkage to applicable behavioral health resources near the residence of the client for that county.

P. Contractor shall assist with the completion of Medi-Cal and other medical aid applications for all San Bernardino County indigent clients.

Q. To the extent permitted by law, Contractor shall use its best efforts to ensure that individuals from San Bernardino County are granted priority. The Contractor shall use its best effort to ensure that 90% of services rendered are for San Bernardino County Medi-Cal and Medicare beneficiaries and Indigent consumers.

R. Documentation throughout each client's stay must reflect continued medical necessity for crisis stabilization services. This documentation will function as each client's Individualized Service Plan, as defined.

S. Contractor shall ensure all clients meet discharge criteria, which is when client reaches the maximum therapeutic benefit of medically necessary crisis stabilization services as specified in Title 9 (Sections 1810.210, 1830.205, 1830.210, and 1840.105).

T. Contractor shall provide co-occurring assessments with the appropriate dispositions and referrals. All referrals must be documented in monthly data reporting mechanism required by County.

U. Contractor shall work with DBH and other County departments on discharge planning for all clients in the facility, as needed.

V. Contractor shall provide transportation services for its clients; which includes, providing bus passes when appropriate, and/or arranging for transportation from CWIC facility to the appropriate DBH or DBH contracted clinics, psychiatric hospitals or to any other appropriate location such as the client's residence or other required facility.

W. Families and the natural support systems of clients are an essential aspect of their recovery. Families and friends of clients will be included in the crisis resolution process, as appropriate. Education and support will be provided, as needed, in order to assist family members and friends in better intervening and supporting the clients in the community.

## VII. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

A. Contractor will provide urgent voluntary mental health services 24 hours a day, seven days a week, for persons of all ages needing immediate access to crisis mental health services. Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals, desired results, and personal milestones. It is recognized that there is a high co-occurrence of substance abuse with mental illness and this program will provide integrated substance use disorder treatment services for co-occurring consumers. This program will offer urgent mental health services to the acute and sub-acute mentally ill individuals, including crisis intervention, crisis risk assessments, medication evaluation, substance use disorder counseling, case management, referrals to DBH regional and specialty clinics, DBH contracted mental health clinics, family and peer support and education, transportation, short-term crisis stabilization, and, when required, WIC 5150/5585 applications. The staff will provide direct linkage to Full Service Partnerships (FSPs), Wraparound services, residential drug/alcohol programs for co-occurring persons, DBH and DBH-contracted mental health clinics, and housing and employment programs. All services are to be provided in a culturally, linguistically, and developmentally competent manner.

The goals for this program are soundly based in recovery principles by using less restrictive settings, client driven treatment delivery, and client support systems.

The goals are to:

1. Maintain residency of mentally ill persons within in the community where they will have family and social support.
2. Reduce utilization of emergency rooms by mentally ill persons for mental health needs.
3. Reduce unnecessary psychiatric hospitalizations and incarcerations.
4. Provide access to crisis mental health and substance use disorder services to underserved persons through the use of outreach presentations to community stakeholders.
5. Enhance and promote the San Bernardino Countywide vision of capitalizing on the diversity of its people, its geography and its economy and Behavioral Health's vision to promote a county where all persons have the opportunity to enjoy optimum wellness whether they have experienced a mental illness or substance use disorder.

B. The CWIC will provide:

1. Crisis stabilization to San Bernardino County residents of all ages.

2. A temporary community-based treatment option for people experiencing a mental health or psychiatric crisis.
3. Psychiatric evaluation and medication, if needed
4. Voluntary peer-to-peer enriched engagement and support
5. Psychoeducational substance use disorder services
6. Case management
7. Therapeutic interventions
8. Referral and linkage to culturally and linguistically appropriate services

C. Crisis Stabilization Services

1. Contractor will evaluate and stabilize the consumer in this outpatient program in the least restrictive community setting available, consistent with the consumer's needs.
2. Crisis Stabilization services will be provided on a 24 hours a day, seven days a week, basis to seriously emotionally disturbed (SED) children and adolescents and seriously mentally ill (SMI) adults and older adults needing immediate access to crisis mental health services in an outpatient crisis stabilization center.
3. Contractor shall provide services to all clients who arrive at its location.
4. Contractor shall have the capacity to admit up to twelve (12) consumers meeting medical necessity criteria for services lasting less than 24 hours to the Crisis Stabilization program. Billing of services will be in hours, pursuant to CCR, Title 9, Sections 1840.322 and 1840.368. The maximum number of hours claimable for this service is 20 within a 24-hour period.
5. "Crisis Stabilization" means a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, one or more of the following: assessment, collateral and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348 (CCR, Title 9, Section 1810.210).
    a. Crisis Stabilization Contact and Site Requirements (CCR, Title 9, Section 1840.338):
        i. Crisis Stabilization shall be provided on site at a licensed 24-hour health care facility or hospital-based outpatient program or a provider site certified by the Department or a Mental Health Plan (MHP) to perform Crisis Stabilization.
        ii. Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Immediate access and reasonable proximity shall

be defined by the MHP. Medications must be available on an as needed basis and the staffing pattern must reflect this availability.

iii. All beneficiaries receiving Crisis Stabilization shall receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the beneficiaries need shall be made to the extent resources are available.

iv. All clients receiving Crisis Stabilization must be assessed for co-occurring mental health and substance use disorders.

b. Crisis Stabilization Staffing Requirements (CCR, Title 9, Section 1840.348):

i. A physician shall be on call at all times for the provision of those Crisis Stabilization services that may only be provided by a physician.

ii. There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times clients are present.

iii. At a minimum there shall be a ratio of at least one licensed mental health or waivered/registered professional on site for each four clients or other patients receiving Crisis Stabilization at any given time.

iv. If the client is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.

v. Other appropriate persons may be utilized by the program, according to need.

vi. If Crisis Stabilization services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.

vii. Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.

D. Coordination of Care (If Applicable)

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 CFR § 438.208(b)]:

1. Ensure that each beneficiary has an ongoing source of care appropriate to the beneficiary's needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 CFR § 438.208(b)(1)].

2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS

Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 CFR § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

## VIII. BILLING UNIT

Crisis Stabilization is a package program that is billed as a bundled service per hour. This means that individual Specialty Mental Health Services, (i.e., assessment, collateral, medication services), are not billed individually. The billing unit for Crisis Stabilization is based on hours of time (CCR Title 9 § 1840.322 and § 1840.368):

A. Crisis Stabilization is billed at one rate, under the provisions governing Crisis Stabilization.

1. Each one-hour block in which a Beneficiary receives crisis stabilization shall be claimed.
2. Partial blocks of time shall be rounded up or down to the nearest one-hour increment except that service provided during the first hour shall always be rounded up.
3. In no case shall the units of time reported or claimed for one staff member exceed the number of hours worked.
4. Medi-Cal Crisis Stabilization Lockouts (CCR Title 9, § 1840.368). This service is not reimbursable on days when Psychiatric Inpatient Hospital services, Psychiatric Health Facility services, or Psychiatric Nursing Facility services are reimbursed, except for the day of admission to these services. No other Specialty Mental Health Services except Targeted Case Management are reimbursed during the same time period this service is claimed.
5. The maximum number of hours claimable for Crisis Stabilization in a 24-hour period is 20 hours per client (9 CCR 1840.368).
6. In the event that a consumer must stay longer than the billable 20 hours, Contractor must diligently document justification for extended stay, including factors that prevent discharge, ongoing medical necessity and related care provided during extended stay, in addition to steps being taken to provide transition of care. Justification must be documented in the consumer's records and in the monthly data reporting mechanism required by County.

B. Treatment documentation will be in accordance with DBH charting standards and requirements as outlined in the Outpatient Chart Manual (OCM) and Scope of Practice and Billing Guide (SPBG). In the event that the OCM or SPBG conflict with local, State, or Federal regulation, the most stringent requirement will apply. Diagnoses must be documented in both DSM-5 and ICD-10-CM. ICD-10-CM codes will be used for billing. Questions regarding treatment documentation may be directed to DBH Quality Management.

C. Contractor shall determine the eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

D. Contractor may collect revenues for the provision of services described in this Contract. Such revenues may include, but are not limited to, fees for service, private monthly contributions,

grants, or other funds. All revenues received by the contractor shall be reported on monthly claims and in the annual Cost Report, and shall be used to offset gross costs.

E. Contractor shall bill the County in arrears based upon approved authorization and timeline submitted for the delivery of services.

F. Contractor shall bill the County monthly in arrears on claim forms provided by the County, or in a format acceptable by the County.

G. Contractor shall bill the County according to appropriate funding source. Schedules A and B will be prepared for each funding source.

H. County shall have the option to withhold payment, or any portion thereof, if contractor does not make reasonable progress in meeting service provision goals as specified in Schedules A and B.

I. Contractor shall conduct ongoing review of billing, denial, and revenue-related reports available to Contractor in order to ensure maximum Medi-Cal reimbursement for services. Training is made available through DBH-IT on the interpretation and application of these reports.

J. Reimbursement for services provided shall occur on a monthly basis for approved expenses incurred and claimed by contractor. No later than 10 calendar days following the month of service, the contractor shall submit a claim for payment for the reporting month, in a format acceptable by DBH. The monthly claim will be sent to:

Department of Behavioral Health
Attention: Fiscal Services
303 East Vanderbilt Way
San Bernardino, CA 92415

## IX. FACILITY LOCATION

Contractor's facility(ies) where services are to be provided are located at:

Valley Star Behavioral Health, Inc.
7293 Dumosa, Suite 2
Yucca Valley, CA 92284
(510) 635-9705

Valley Star Behavioral Health, Inc
12240 Hesperia Road
Victorville, CA 92395
(760)245-8837

A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another office location.

B. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty days prior to a change of ownership or a change of address. DBH will request a new provider number from the State.

C. Contractor shall be responsible for assuring that the location is maintained in a safe, secure, clean and attractive manner that ensures consumer privacy, confidentiality, and safety.

D. Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.

E. Contractor shall maintain a current fire clearance and have adequate fire extinguishers and smoke alarms, as well as a fire safety plan. Contractor must ensure DBH is provided with current permit provided by the appropriate fire authority.

F. Contractor shall adhere to all local, State, and/or Federal requirements regarding smoking in the workplace and on the premises of public buildings, to include, but not be limited to, California Government Code [7597], California Labor Code [6404.5], and the DBH Smoking and Tobacco Use Policy [HR 4020].

G. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.

H. The Contractor shall have program pamphlets identifying the clinic and its services, in English and in appropriate threshold language(s), for distribution in the community.

I. If applicable, Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

## X. STAFFING

A. All staff shall be employed by, or contracted for, by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the CCR requirements. All treatment staff providing services with DBH funding shall be licensed or waivered by the State, according to DBH's policy, and reflect the ethnic population of the community served.

B. Contractor shall provide acuity-based staffing that will be multi-disciplinary, culturally competent with appropriate licensure and credentials which is consistent with the acuity level of the consumers. At a minimum there shall be a ratio of at least one licensed mental health or waivered/registered professional on site for each four beneficiaries at any given time.

C. Staff shall be available 24 hours a day, seven days a week. Staff characteristics, qualifications, duty requirements, and staffing ratio will meet the staffing requirements as described in the State Of California, CCR Title 9, Division 1, Chapter 3, Article 3, § 1840.348. Contractor shall provide all related job descriptions for positions in accordance with the approved FTEs outlined in the approved budget schedules. In addition, program staff will have to meet all of the requirements as set forth in accordance with San Bernardino County Human Resources.

D. Specific staffing will consist of the following:

1. FTE for all positions will be allocated to program according to the Schedule A/B as accepted by DBH.

2. Clinical/Program Director:

   a. Minimum qualifications and duties of Clinical/Program Director must follow requirements found in State of California, Title 9 Medi Cal requirements.

   b. This person will also serve as Head of Service in accordance with Title 9, Medi Cal requirements.

c. The head of service shall meet the requirements of one of the professional disciplines in Sections 623 through 630 of Title 9 of the California Code of Regulations.

d. This individual will supervise the operation of the CWIC program, including but not limited to mental health services.

e. A Clinical/Program Director must be licensed by the State of California as a Marriage and Family Therapist, Clinical Social Worker, a Psychologist, or Licensed Professional Clinical Counselor.

f. The duties of the Clinical/Program Director include supervision of mental health and other support staff, and planning and coordination of the daily operation of the program. This position will have the responsibility for oversight of program delivery of services. The Clinical/Program Director shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of license, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license. This person will provide clinical supervision to pre-licensed Clinical Therapists per Board of Behavioral Sciences (BBS) requirements. In addition, the Clinical/Program Director shall be located on the premises during normal business hours to manage and administer the program and will adhere to all applicable laws/regulations unless otherwise directed by the DBH Program Manager or designee.

3. A Licensed Psychiatrist or Licensed Psychiatric Nurse Practitioner under the supervision of a Licensed Psychiatrist, in compliance with DBH Policy and Procedure, will be available 24 hours a day, seven days a week, to provide medical screenings, prescribe, dispense and provide education for medications.

4. Licensed, pre-licensed, or license-registered/waivered mental health clinicians will be available on site seven days a week to provide individual, group, and family therapy. Clinical supervision will be provided to unlicensed clinicians according to BBS requirements. Each staff must be appropriately trained and licensed to provide services within their scope of practice.

5. A Mental Health Registered Nurse to provide medical screenings and supervision of medical services will be on duty five days a week.

6. Licensed Psychiatric Technicians or Licensed Vocational Nurses will be on duty 24 hours a day, seven days a week to provide direct services, which may include, but are not limited to: dispense medications, provide medication education, and provide medical screenings.

7. An Alcohol or Other Drug (AOD) counselor certified by the National Commission for Certifying Agencies (NCCA) will be available five days a week to provide education and individual/group treatment.

8. A Peer and Family Advocate (PFA) will be on site seven days a week. A PFA is an individual with "lived experiences" within the mental health system. Staff will provide services and design activities five days a week.

9. Volunteers are unpaid, unlicensed staff who provide informal supports and may be used as appropriate by the Contractor. Volunteers must still comply with the County's trainings as appropriate, including HIPAA training, before rendering any service.

10. Physicians/Clinicians/Professional Staff: Medical staff shall have valid California licenses and training according to industry standards. Clinical staff will be licensed or licensed eligible according to their discipline.

E. Contractor shall provide and maintain credentialing for all health professionals or otherwise ensure that staff is licensed and properly credentialed per CCR Title 9, 1840.348. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services and behavioral interventions; however, each must operate appropriately within their scope of practice.

F. Contractor shall complete and/or perform the necessary background checks, criminal record reviews, DOJ and other necessary clearances, staff schedules, and other staff documentation as required.

G. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program contact within 48 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.

H. Contractor shall provide training for staff on an ongoing basis, including cultural competency training that addresses service delivery to diverse clients and their families. DBH also requires that contractor staff participate in Listen, Empathize, Agree, Partner (LEAP) training, which is available through DBH Workforce Education and Training (WET). LEAP training must be completed within six (6) months of hire for new employees, or within six (6) months of contract execution for existing employees.

## XI. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

A. Final Rule or Parity Regulations

Contractor will be required to follow all changes applicable to the Medical and Children's Health Insurance Program Managed Care Final Rule, referred as the Final Rule thereafter, and Mental Health Parity and Addiction Equity Act, referred as Parity thereafter, that are included within the Final Rule regulations. The Department Health Care Services (DHCS) requires DBH as the Mental Health Plan (MHP) for the County and its contractors adhere to these regulations. Contracted provider must comply with any policies, procedures and/or Information Notices issued by DBH related to the Final Rule or Parity regulations.

B. In the event that Contractor staff determine, after assessment, that an individual does not meet eligibility criteria for crisis stabilization services, an NOABD must be issued to the individual within two (2) business days in accordance with current State and Federal guidelines.

C. Exclusionary criteria shall be written and clearly defined. Criteria must be provided, in writing, to DBH contract monitor or designee. DBH may require Contractor to provide DBH with reports of individuals who present at the CWIC meeting medical necessity and are not admitted due to meeting exclusionary criteria.

D. If applicable, Contractor shall have written procedures for referring individuals to a psychiatrist, when necessary.

E. Contractor shall maintain separate 24 hours a day, seven days a week, outpatient crisis stabilization areas: one for children/adolescents aged 17 and under, and one for adults aged 18 and over.

F. Contractor shall grant access to duly authorized representatives from County and State to patient/client records and will disclose to State and County representatives all financial records necessary to review or audit contract services to evaluate the cost, quality, appropriateness and timeliness of services.

G. Contract shall provide physical space for use by DBH for audits, interviews, and other onsite contract-related visits.

H. Contractor shall submit daily data entry and verification into DBH's Management Information System (MIS) computer system.

I. Contractor shall submit Remittance advices from Medicare, insurance and other third-party payers.

J. Contractor shall maintain evidence of notification of all admissions, client status, Length of Service (LOS), and Client Service Identification (CSI) data.

K. Contractor shall comply with EPSDT/Short-Doyle Medi-Cal billing, monitoring and charting regulations as specified by applicable State regulations.

L. Contractor shall provide and adhere to defined outcome measures for evaluating the effectiveness of its program performance, to include but not limited to: LOS, consumer satisfaction, linkages and referrals, and consumer successes. Contractor will utilize a computerized tracking system with which outcome measures and other relevant client data will be maintained. Findings and reports will be provided to DBH upon request. This data may also be voluntarily shared with DBH for continuity/coordination of care.

M. Contractor shall develop and aggressively implement a revenue-generating plan. Contractor will ensure that consumers with both Medi-Cal and Medicare coverage take maximum advantage of such services available to them and that services are properly billed. Medi-Cal eligible services for Medicare clients will not be reimbursed until DBH receives a Medicare remittance advice, if applicable.

N. Contractor shall make appropriate referrals and linkages to addiction services for co-occurring clients who are in need of assistance with coexisting alcohol, tobacco and substance use and other addictive symptoms.

O. Contractor will provide services in a culturally competent manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.

P. Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.

Q. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.

R. Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.

1. Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.

2. Contractor has the primary responsibility to provide the full range of mental health services, as defined, to clients referred to Contractor.

3. Contractor, in conjunction with DBH, shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the applicable DBH Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population(s), as defined. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population.

S. Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

T. Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

U. Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.

V. Contractor shall make available to the DBH Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.

W. Contractor's Director or designee must attend regional meetings as scheduled.

X. Medication Storage Requirements

Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:

1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.

2. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.

3. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

4. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

5. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.

6. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.

7. Policies and procedures are in place for dispensing, administering and storing medications.

Y. Contractor shall make clients aware of their responsibility to pay for their own medications. However, if the client experiences a financial hardship, and the client cannot function without the prescribed medication, Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.

Z. Contractor understands that compliance with all standards listed is required by the State and San Bernardino County. Failure to comply with any of the above requirements or Special Provisions below may result in reimbursement checks being withheld until Contractor is in full compliance.

## XII. REPORTING REQUIREMENTS

A. Monthly Report: A monthly report containing relevant data (statistical and anecdotal) including participant demographic and service data shall be submitted to DBH Program Manager or designee. DBH will provide the format for the monthly report. Monthly reports are due to DBH no later than the fifth day of the month following the last day of the month of service.

B. Audit Requirement: Contractor agrees to a quarterly, semi-annual, and/or annual on-site review(s) by DBH or its designees. All materials to be audited must be available in the contractor's office located within San Bernardino County or a location bordering San Bernardino County.

C. Internal Audit Requirement: In addition to internal auditing criteria outlined in Section XXII (Laws and Regulations), subsection F(2)(e) of the contract, Contractor shall develop policies and procedures on, and regularly conduct, internal auditing to ensure fidelity of chart documentation and service coding. Internal audit results will be submitted to DBH as part of monthly reporting requirements.

D. Contractor shall submit additional reports as required by DBH.

## XIII. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

A. DBH shall provide technical assistance to Contractor in regard to EPSDT/Medi-Cal requirements, as well as charting and Utilization Review requirements.

B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.

C. DBH shall monitor Contractor on a regular basis in regard to compliance with all of the above requirements.

D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

## XIV. SPECIAL PROVISIONS

A. A review of productivity of Contractor shall be conducted after the end of each quarter of each fiscal year.

B. Contractor and DBH will work jointly to monitor outcome measures.

C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of CWIC program. Survey results will be provided to DBH biannually or annually, whichever is required by DBH Contract Monitor.

D. Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (e.g.., Annual Program Review, quarterly site reviews, audits.).

E. Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.

## XV. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

A. Outcome Data Requirements: Contractor shall be responsible for collecting and entering data via the data collection instrument developed by the County and the State on all clients referred to the agency. Contractor shall ensure the data is entered electronically at network sites and downloaded at the County centralized database (Integrated System). In addition to the below performance-based criteria, data collection shall include demographic data, the number of case openings, the number of case closings, and the services provided. DBH may base future funding for Contractor upon positive performance outcomes, which DBH will monitor throughout the year. Contractor shall collect data in a timely manner and submit it to DBH.

| DATA INSTRUMENT | DATA SUBMISSION/TIMELINE |
|---|---|
| County's billing and transactional database system | All Crisis Walk-In Center (CWIC) client, episode, and service-related data shall be entered into the County's billing and transactional database system, by the seventh ($7^{th}$) day of the month for the previous month's services. |

B. Performance-Based Criteria: DBH shall evaluate Contractor on process and outcomes criteria related to program and operational measures indicative of quality mental health services. These criteria are consistent with DBH's Systemwide Performance Outcomes Framework.

1. The process-based criteria which shall be achieved are as follows:

| PROCESS BASED CRITERIA | METHOD OF DATA COLLECTION | PERFORMANCE TARGETS |
|---|---|---|

| | | |
|---|---|---|
| a. Agency has ethnic parity of staff to clients served | Review of staffing pattern and personnel records | Staff shall be hired in direct percentage to the percent of ethnic minority clients served in Service Area and surrounding area |
| b. Agency has linguistic capability sufficient to meet the needs of clients to be served | Review of staffing pattern, personnel records and interpreter services invoices | Staff or interpreter services shall be available to meet the linguistic needs of clients in Service Area and surrounding area |
| c. Agency offers immediate access to Mental Health Services for clients in a crisis | Client satisfaction survey | 100% of clients entering the Program are seen in a timely fashion, ensuring client satisfaction as measured by self-reports that are included in a voluntary client satisfaction survey |
| d. Agency identifies clients with co-occurring mental health and substance use disorders and provides appropriate services | Contractor monthly report | 100% of clients entering for services are screened for co-occurring mental health and substance use disorders |
| e. Agency provides (or arranges access to) peer support and self-help groups | Sample review of client records | All clients will be referred to peer support and self-help groups |
| f. Agencies have paid staff who are clients and/or peer advocates | Review of personnel records | Peer counselor/family advocate staff will be hired |
| g. Contractor has sufficient WIC 5150/5585 designated staff to serve clients | Review of staffing records<br>Monthly/annual reporting | WIC 5150/5585 designated staff on each shift |

Exceptions are to be negotiated between Contractor and DBH

2. The outcomes-based criteria which shall be achieved are as follows:

| MHSA GOALS | KEY OUTCOMES |
|---|---|
| Reduce unnecessary psychiatric hospitalizations | • Increased use of alternatives crisis interventions (e.g., CRT, CCRT, CSU).<br>• Increase in number of individuals diverted from hospitalization. |

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| | |
|---|---|
| Reduce the subjective suffering from serious mental illness for adults and serious emotional disorders for children and youth | • Decreased hopelessness/increased hope<br>• Increased resiliency<br>• Decreased impairment in general areas of life functioning (e.g., health/self-care/housing, occupation/education, legal, managing money, interpersonal/social) |

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**DESCRIPTION OF PROGRAM SERVICES**
**OVERNIGHT MOBILE CRISIS RESPONSE**

**Valley Star Behavioral Health, Inc.**
**1585 South "D" Street, STE 101**
**San Bernardino, CA 92408**
**(510) 635-9705**

## I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to the individual's own values and cultural framework despite limitations and/or continuing effects caused by the individual's mental illness. RWR focuses on client strengths, skills, and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of the client's life and the making of the client's own choices and decisions, it re-integrates clients back into their communities as contributing members; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

B. For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits, and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or disability, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

C. Contractor's Mobile Crisis Response program will provide mobile mental health crisis response from 7:00 p.m. – 7:00 a.m. 365 days per year to individuals, their family members, and/or caregivers at the location where the crisis is occurring. Mobile crisis teams shall arrive at the community-based location where a crisis occurs in a timely manner in alignment with the Description of Specific Services to Be Provided article of this Addendum, section B.

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## II. PERSONS TO BE SERVED

A. Contractor shall provide mobile crisis response to any individual of any age, gender, ethnicity, or race who is experiencing a mental health crisis and who has been determined by DBH's Crisis Contact Center (CCC) triage staff to require a field response.

B. Mobile crisis response is available to all cities within the East/Central/West Valleys, and in most High Desert cities.

C. Telehealth services may be provided to individuals in any city within San Bernardino County which includes East, Central and West Valleys, High Desert, Low Desert, and Mountain regions in accordance with the Description of Specific Services to Be Provided article of this Addendum, section C.

## III. PROGRAM DESCRIPTION

A. Contractor shall provide services as mandated and outlined in the Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 23-025 or most current guidance issued by DHCS.

B. Contractor shall have specially trained clinical and paraprofessional staff who provide mobile crisis response in the East/Central Valley, High Desert, and West Valley regions of the County.

C. Department of Behavioral Health's (DBH) Community Crisis Services (CCS) Crisis Contact Center (CCC) will refer all calls that require a mobile response between the hours of 7:00 p.m. and 7:00 a.m. to Contractor.

D. Contractor shall receive mobile crisis field response call transfers from the CCC. Field responders will provide mobile response to community-based locations that include but are not limited to, schools, DBH clinics, group homes, long-term care facilities except those specified below, Board and Care facilities, parking lots, encampments, private residences, and any other safe location where the crisis is occurring.

1. Mobile crisis services shall not be provided in the following setting due to restrictions in federal law and/or because these facilities and settings are already required to provide other crisis services:

    a. Emergency Department

    b. Inpatient Hospital

    c. Inpatient Psychiatric Hospital

    d. Intermediate Care Facility

    e. Mental Health Rehabilitation Center

    f. Psychiatric Health Facility (PHF)

    g. Residential SUD treatment and withdrawal management facility

    h. Special Treatment Program

    i. Skilled Nursing Facility

j. Settings subject to the inmate exclusion such as jails, prisons, and juvenile detention facilities

k. Other crisis stabilization and receiving facilities (e.g., sobering centers, crisis respite, crisis stabilization units, psychiatric inpatient hospitals, crisis residential treatment programs, etc.)

E. Contractor shall provide mental health services to San Bernardino County residents in the least restrictive manner by providing services on site where the individual is experiencing the mental health crisis.

## IV. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

A. Contractor shall provide mobile crisis response to individuals experiencing a behavioral health crisis. Hours of operation are 7:00 p.m. to 7:00 a.m., 7 days per week, 365 days per year. Contractor will receive referrals directly from the DBH's Crisis Contact Center (CCC).

B. Contractor is expected to answer each call and respond via mobile within timeframes outlined in BHIN 23-025 or most current guidance issued by DHCS. Pursuant to BHIN 23-025, mobile crisis teams shall arrive:

1. Within 60 minutes of the individual being determined to require mobile crisis services in urban areas, and

2. Within 120 minutes of the individual being determined to require mobile crisis services in rural areas.

a. A rural area is defined as an area with less than 50 people per square mile.

C. Services include crisis intervention via field response or telehealth, as appropriate.

1. There may be situations in which DBH CCC determines that a field response is safe and appropriate; the consumer agrees to the response; the call is routed to the CWIC; and the nature of the call, needs of the consumer, or other situational factors change after the CCC provides a warm handoff to the CWIC. In these instances, Contractor may provide telehealth services. Such instances may include:

a. If the individual requests telehealth services only, or

b. If the location of the crisis is not within a service area, or

c. A team is not available to respond to a service location, or

d. For the safety of the team or individual, the most appropriate level of service is via telehealth.

2. One (1) of the required mobile crisis responders may participate in a field response via telehealth in accordance with the "Staffing" chapter of this Addendum.

D. Additionally, follow-up services must be provided within 72 hours of the initial crisis response to support the individual and/or family.

1. If Contractor is unable to provide follow-up services, DBH must be notified within 48 hours of the response so that follow-up may be provided in the remaining 24 hours and ensure

appropriate billing. In these instances, Contractor must notate in the chart that DBH provided the follow-up check-in.

E. Crisis intervention services include but are not limited to conducting a crisis assessment, de-escalation and intervention strategies, stabilization, W&I Code §5150/5585 application, safety planning, referrals and linkages, transportation to hospital, psychiatric facility, Crisis Stabilization Unit facility, or Crisis Walk-In Clinic, and follow-up supportive services.

## V. BILLING UNIT

For Medi-Cal eligible mobile crisis responses meeting specified criteria, the billing unit is by the encounter. Services may be billed by the encounter for Medi-Cal beneficiaries only. Each encounter must include at minimum, and associated chart documentation must reflect:

A. Initial face-to-face crisis assessment

B. Mobile crisis response

C. Crisis planning

D. Follow-up check-ins

For those mobile crisis responses that do not meet the above criteria, Contractor shall provide crisis intervention services, for which the billing unit is by the minute. Each unit of crisis intervention service reflects an increment of fifteen (15) minutes.

If the mobile crisis team provides transportation or accompanies a Medi-Cal beneficiary who is being transported by a non-medical transportation (NMT) provider, emergency medical services (EMS), or law enforcement, Contractor shall bill transportation minutes as an add-on service to reflect the expanded nature of the mobile crisis encounter in such circumstances. In these instances, the billing unit is by the minute, where each unit of service reflects an increment of fifteen (15) minutes.

## VI. FACILITY LOCATION

Services will be provided in the field, with CWIC field response teams stationed at appropriate locations to enable prompt dispatch, pursuant to section IV.B. of this contract, with primary operations occurring at:

Crisis Walk-In Clinic
12240 Hesperia Road, Suite A
Victorville, CA 92395
(760) 245-8837
Open 24 hours a day

A. Contractor shall obtain the prior written consent of the Director of DBH or designee before terminating mobile crisis services dispatched from the above primary facility location.

B. Contractor shall notify DBH of all satellite/co-location/alternate dispatch sites.

C. Changes in sites must be communicated to DBH in writing prior to implementation of the change.

D. Contractor shall comply with all requirements of the State to maintain Medi-Cal certification for the provision of Mode 15 outpatient services.

E. Contractor shall have enough vehicles to adequately respond to each mobile crisis field response within the mandated 60 minutes for urban responses and 120 minutes for rural responses.

## VII. STAFFING

A. All mobile crisis staff shall be employed by, or contracted for, by the Contractor. Subcontracted agencies are subject to the provisions in the "Subcontractor Status" chapter of this Agreement.

B. Staff described will work the designated number of hours per week in full time equivalents (FTEs), perform the job functions specified, and meet California Code of Regulations requirements.

C. All treatment staff providing services with DBH funding shall be licensed, registered, or waivered by the State, according to DBH's policy, and reflect the ethnic population of the community served.

D. Licensed clinical staff (e.g., Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Licensed Professional Clinical Counselor), paraprofessional staff (e.g., Social Worker, Mental Health Specialist), and Peer Specialists may provide telehealth (phone or video), or field-based services.

A list of staff who may provide mobile crisis response, as authorized by DHCS, includes:

| Qualified Mobile Crisis Team Members | | |
|---|---|---|
| Physician | Licensed Marriage and Family Therapist | Psychiatric Technician |
| Psychologist | Waivered Marriage and Family Therapist | Mental Health Rehabilitation Specialist |
| Waivered Psychologist | Registered Marriage and Family Therapist | Physician Assistant |
| Licensed Clinical Social Worker | Registered Nurse | Nurse Practitioner |
| Waivered Clinical Social Worker | Certified Nurse Specialist | Pharmacist |
| Registered Clinical Social Worker | Licensed Vocational Nurse | Occupational Therapist |
| Licensed Professional Clinical Counselor | Community Health Worker | Peer Support Specialist |
| Waivered Professional Clinical Counselor | Emergency Medical Technician | Other Qualified Provider |
| Registered Professional Clinical Counselor | Advanced Emergency Medical Technician | |

Mobile crisis teams shall meet the following standards:

A. At least two (2) providers listed in the table above shall be available for the duration of the initial mobile crisis response. It is a best practice for at least two (2) providers to be physically present onsite, but one of the two (2) required team members may participate via telehealth, which

includes both synchronous audio-only (e.g., telephone) and video interactions. Telehealth participation in a field response is allowable only when this arrangement:

1. Is necessary because it otherwise would result in a marked delay in a mobile crisis team's response time; and
2. The use of such an arrangement poses no safety concerns for the beneficiary or the single mobile crisis team member who is physically onsite during the initial mobile crisis response.

B. At least one (1) onsite mobile crisis team member shall be carrying, trained, and able to administer naloxone. Contractor may request naloxone from DBH.

C. At least one (1) onsite mobile crisis team members shall be able to conduct a crisis assessment.

D. The mobile crisis team providing the initial mobile crisis response shall include or have access to a Licensed Practitioner of the Healing Arts (LPHA) as defined in the "SUD (Substance Use Disorder) Treatment Services" or "Expanded SUD Treatment Services" section of Supplement 3 to Attachment 3.1-A of the State Plan, or a Licensed Mental Health Professional, including a licensed physician, licensed psychologist, licensed clinical social worker, licensed professional clinical counselor, licensed marriage and family therapist, registered nurse, licensed vocational nurse, or licensed psychiatric technician. For example, a mobile crisis team could consist of one LPHA and one peer support specialist. It also could consist of two peer support specialists who have access to a LPHA via telehealth, which includes both synchronous audio-only (e.g., telephone) and video interactions.

E. Contractor's mobile crisis response staff will participate in mandatory trainings conducted by the DBH, State of California, or other approved third-party entities.

## VIII. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

Billing requirements:

A. Contractor must meet Medi-Cal certification requirements to provide Mode 15 outpatient services.

B. Contractor to utilize DBH's myAvatar Electronic Health Record (EHR) and record all mobile or telehealth responses utilizing applicable billing codes and requirements provided by DBH.

Reporting Requirements:

A. Contractor is required to upload ROIs within 24 hours of the end of the crisis call to a designated location provided by DBH.

B. Contractor is required to complete a Progress Note within 24 hours of the mobile/telehealth response.

C. Contractor shall track and report all mandatory trainings Contractor's mobile crisis response staff attend.

D. Contractor shall provide reports and/or data applicable to the provision of mobile crisis response as requested by DBH.

E. In all applicable instances, Contractor shall abide by protocols related to Community Crisis Services (CCS) response procedures, placements and referrals, special consideration responses, legal issues and reporting, and other applicable components of the CCS Program Guide. DBH will provide Contractor with all applicable protocols.

Other Requirements

A. Contractor acknowledges that the requirements outlined herein are consistent with BHIN 23-025 and may be updated at any time to align with the most current guidance issued by DHCS. Updates to these requirements will be communicated to Contractor in writing by DBH.

## IX. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

A. DBH will provide standardized mobile crisis response tools.

B. DBH shall provide Contractor with a list of mandatory mobile crisis response trainings.

C. DBH shall provide Contractor with the Record of Intervention (ROI) which shall be used to capture required consumer related information. The ROI captures data-specific details of the crisis response, which may be used to prepare reports for DBH, and the State.

D. DBH shall provide Contractor with training on how to complete the ROI.

E. DBH shall provide Contractor with location of where to upload ROIs.

F. DBH shall provide Contractor with training on how to determine which billing code to utilize.

G. DBH shall provide any additional reporting tools, as needed, for capture of necessary data to comply with local, state, federal, and other reporting requirements of the department.

H. DBH shall provide the Annual Review tool prior to the annual review.

I. DBH shall provide an approved list of Medi-Cal billing codes.

J. DBH shall provide training on the use of Naloxone.

K. DBH shall monitor Contractor annually regarding compliance with the requirements outlined herein.

L. DBH shall provide technical assistance to Contractor regarding service delivery and documentation requirements.

M. DBH will provide training material as well as ongoing coaching to Contractor on best practices in partnering with agencies who interact frequently with DBH CCS.

## X. SPECIAL PROVISIONS

A. Contractor shall provide services from 7:00 p.m. to 7:00 a.m., 7 days per week, 365 days per year.

B. Contractor is responsible for ensuring there is an adequate number of teams available to respond to each mobile crisis throughout the service regions of San Bernardino County.

C. Contractor and DBH will work jointly to monitor outcome measurements.

D. Contractor must comply with California Vehicle Restraint Laws which state children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet, 9 inches in height.

E. Contractor staff who respond to and/or witness medical emergencies involving the administration of intranasal naloxone must document details of the incident in the Unusual Occurrence/Incident Report form or other incident reporting form approved by DBH. Reports must be submitted immediately, but no later than within 24 hours, to the DBH contract monitor or designee.

Staff should attempt to capture elements such as, but not limited to:

1. Individual's respiration rate;
2. Quality of their respiration;
3. Individual's pulse;
4. Individual's pupil dilation;
5. Individual's level of consciousness;
6. Condition the individual was found in;
7. Times events transpired; and
8. Name/accounts of any witnesses to the medical emergency

## XI. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

Performance-Based Criteria: DBH shall evaluate Contractor on process and outcomes criteria related to program and operational measures indicative of quality mental health services.

A. Outcome Data Requirements:

1. Contractor shall be responsible for collecting and entering data via the data collection instrument developed by the County and the State on all clients served. Contractor shall ensure the data is entered electronically and submitted to DBH.
2. Data is captured on the Record of Intervention Form.

| DATA INSTRUMENT | DATA SUBMISSION/TIMELINE |
|---|---|
| County's billing and transactional database system | All CWIC mobile crisis client, episode, and service-related data shall be entered into the County's billing and transactional database system, by the seventh ($7^{th}$) day of the month for the previous month's services. |
| Record of Intervention Form | The Record of Intervention Form shall be submitted to DBH within 24 hours of the end of the crisis call. |

B. Performance-Based Criteria: DBH shall evaluate Contractor on process and outcomes criteria related to program and operational measures indicative of quality mental health services.

1. The following criteria are consistent with the requirements outlined in BHIN 23-025 and may be updated at any time via written notification from DBH to align with the most current guidance issued by DHCS.

| BHIN 23-025 Requirement | Performance Target |
|---|---|
| Mobile crisis encounter shall, at minimum, include: | 1. Initial face-to-face crisis assessment<br>2. Mobile crisis response<br>3. Complete crisis planning, as appropriate.<br>4. Follow-up check-in within 72 hours of crisis call. |
| Mobile crisis response to urban areas | Arrived on scene of crisis within 60 minutes |
| Mobile crisis response to rural areas | Arrived on scene of crisis within 120 minutes |
| Required State training | Staff has completed all required State training |

2. The following criteria are consistent with DBH's Systemwide Performance Outcomes Framework.

| MHSA Goals | Key Outcomes |
|---|---|
| Reduce unnecessary psychiatric hospitalizations | • Increased use of crisis intervention alternatives (e.g., CRT, CSU)<br>• Increase in number of individuals diverted from hospitalization |

# Campaign Contribution Disclosure (SB 1439)

## DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

**ATTACHMENT III**

1. Name of Contractor: _____

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
   Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5
   No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):_____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|---|---|
| | |
| | |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|---|---|---|
| | | |
| | | |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and//or Agent(s): |
|---|---|---|
| | | |
| | | |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

**ATTACHMENT III**

| Company Name | Individual(s) Name |
|---|---|
| | |
| | |

9. Was a campaign contribution, of more than $250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

   No ☐ If **no**, please skip Question No. 10.

   Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

    Name of Contributor: _____

    Date(s) of Contribution(s): _____

    Amount(s): _____

    Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.